

AGREEMENT

between

THE DEMAREST BOARD OF EDUCATION

AND

THE DEMAREST EDUCATION ASSOCIATION

2017-2018

2018-2019

2019-2020

DEMAREST PUBLIC SCHOOLS
DEMAREST, NEW JERSEY

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ARTICLE I
RECOGNITION

A. The Board recognizes the Association as the exclusive collective bargaining representation of all members of the teaching staff and all specialists, including the nurse, librarian, psychologist, social worker, and the learning disabilities consultant (LDT-C) but excluding all supervisory personnel.

B. Whenever the word "employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement, as defined in Paragraph A above.

C. Whenever the word "part-time employee" is used in this Agreement, it shall be deemed to mean any employee in the bargaining unit covered by this Agreement, as defined in Paragraph A above, who is regularly scheduled to work less than a total of four (4) full days a week.

ARTICLE II

POWERS OF THE BOARD OF EDUCATION AND ITS SUPERINTENDENT OF SCHOOLS

Except as explicitly limited by a specific provision of this Agreement and L. 1968, c. 303, as amended and supplemented, the Board, acting directly or through its superintendent of schools, shall continue to have the exclusive right to take any action it deems appropriate in the superintendency management and control of the educational affairs of the school district, and to this end it hereby reserves to itself all powers, functions, and prerogatives granted expressly or by implication, or reasonably necessary to discharge the duties imposed by the statutes of the State of New Jersey.

The Board's failure to exercise any function hereby reserved to it, or its exercise of any function in a particular way shall not be deemed a waiver of its right to exercise such function or preclude the Board from exercising the same in some other way not in direct conflict with the express provisions of this Agreement and L. 1968, c. 303, as amended and supplemented.

ARTICLE III

DUES DEDUCTION

A. AUTHORIZATION

1. When an employee duly executes and delivers to the Board, on the appropriate form, an authorization for Association Dues deductions, the Board shall make such dues deductions in accordance with that authorization. Each such dues deduction shall be made in accordance with Chapter 233, Public Law 1969.

Any amount so deducted from the wages of an employee shall be remitted to the treasurer of the Association by the 15th of the month following said deductions.

2. Amount of Dues - The Association shall notify the Board in writing of the amount of regular monthly membership dues. If this amount is changed at any time, the Association must give notice thereof to the Board in writing. In order to allow sufficient time for necessary adjustment in the payroll system, such notice shall not be effective until thirty (30) days after its receipt by the Board.

B. DUES DEDUCTION FOR NON-MEMBERS

1. Purpose of Fee - If a teacher does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31), which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

2. Amount of Fee - Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its

own members for that membership year. The representation fee to be paid by non-members will be no more than 85% of regular dues.

3. Deduction and Transmission of Fee - The Board agrees to deduct from the salary of any teacher who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section 2 above and will transmit the amount so deducted to the Association.

After the Association certifies to the Board that an employee has not joined the Association, the Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each teacher during the remainder of the membership year in question.

4. Mechanics - Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. The Association will hold and save the Board harmless from any liability whatsoever resulting from actions taken by the Board in compliance with this Article. Said indemnification shall be valid only in so far as the Board and/or its representatives are in compliance with the procedures set forth in this Article and/or applicable law.

ARTICLE IV

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A grievance is a claim by an employee, group of employees, or the Association, based upon the interpretation, application, or violation of this Agreement, Board Policy, or administrative decision, affecting terms and conditions of employment.

2. An "aggrieved person" is the person, persons, or the Association making the claim.

3. "Association" means the D.E.A. or a committee designated by the D.E.A.

B. PROCEDURE

1. All grievances of employees shall be taken up in accordance with the following procedures:

FIRST STEP: The aggrieved person and/or his/her representative shall give written notification to the building principal on an official grievance form (Appendix C) within ten (10) school days after cause of complaint arises. The building principal shall give his/her written answer within three (3) school days thereafter.

SECOND STEP: If no satisfactory settlement is reached in the FIRST STEP, the aggrieved person shall present the grievance to the superintendent in writing within five (5) school days after the building principal has given his/her written answer in the FIRST STEP.

Within ten (10) school days after the presentation of such grievance, the superintendent or a designee shall meet with the aggrieved person or a designee

for the purpose of discussing the matter and disposing of it in a mutually satisfactory manner. The superintendent or a designee shall render a written decision within five (5) school days after such meeting.

THIRD STEP: If no satisfactory settlement is reached in the SECOND STEP, the aggrieved person may, within ten (10) school days after the receipt of the answer at the SECOND STEP, request in writing a formal hearing before the Board which shall be held within thirty (30) days thereafter. The Board shall render a written decision setting forth its findings and conclusion within thirty days (30) after the hearing is concluded.

FOURTH STEP: In the event the grievance has no satisfactory settlement at the Board level, the Association shall have the right to request the Public Employment Relations Commission.

Such request for arbitration shall be made within ten (10) school days after the receipt of the Board's written decision under the THIRD STEP and a copy of said request shall be filed with the superintendent.

2. The arbitrator shall determine the processes he/she shall use to gather information, statements, etc., required for his/her findings.

3. The arbitrator shall submit a written statement of his/her findings to each party within twenty (20) days of concluding hearings.

4. The arbitrator shall bill the Association and the Board separately for one-half (1/2) of the costs for his/her services.

5. If the normal procedures would extend beyond June 30, the appellant may choose to continue into the summer vacation or on September 1. The term "school days" in this article shall include an administrator's working days during the summer, i.e., Monday-Friday except holidays and vacations.

C. LIMITATIONS

Any disposition of a grievance from which no appeal is taken within the time limits specified in Paragraphs B (1) above shall be deemed resolved and shall not thereafter be subject to the grievance provisions of this Agreement.

D. RIGHTS OF MEMBERS

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or a representative of his/her choice. When a member is not represented by the Association, the Association may be present and state its view.

When submitting the grievance to the administrator or Board at any of the steps, the member or Association shall be given written notification designating the representative(s).

No reprisals shall be taken against any aggrieved persons, their representatives, or other participants, by reason of participation in the grievance procedure.

E. GRIEVANCE FILE

All documents, communications, records, etc., dealing with a specific grievance shall be stored in a separate grievance file in the superintendent's office and not in the personnel file of the participants.

ARTICLE V

SALARIES

A. The salary guide for persons covered by this Agreement is set forth in Appendices A1-A3.

ARTICLE VI

INSURANCE PROTECTION AND PHYSICAL EXAMINATIONS

A. The Board shall provide insurance protection for individual employees covered by this Agreement and their families, including civil union partners in accordance with New Jersey Law, under the New Jersey State Health Benefits Program. Employees shall contribute to his/her medical coverage in accordance with the Tier IV rate set forth in Ch. 78, P.L. 2011.

B. The Board shall pay in full, per annum for current staff members, in each year of this Agreement toward the premiums for dental insurance covering the existing staff.

C. By law, N.J.S.A. 18A:16-3, the Board will pay for the cost of any physical examination performed by a doctor selected by the Board. The employee has the right to select his/her own doctor, in which case the employee is responsible for the cost of the examination.

D. A non-pensionable stipend will be paid to those paying for health benefits. Employees with 15 or more years of service in the district will receive \$415 per annum. Those with more than five years but less than 15 years of in-district service will receive \$165 per annum and those with up to and including five years in district will receive \$65 per annum. This amount will be paid in February and may be prorated for lesser service. This provision is to be in effect until June 30, 2020.

ARTICLE VII

PROFESSIONAL IMPROVEMENT

A. TUITION REIMBURSEMENT

1. The Board shall pay each eligible staff member \$300.00 during each year of this Agreement toward the reimbursement of approved tuition and fees required for enrollment, hereinafter referred to as tuition, for approved courses taken by all teachers who have served at least one (1) year in the district. The maximum tuition reimbursement for all eligible staff members shall not exceed \$10,000 during each year of this Agreement.

2. In the event that the sum of \$10,000 shall not have been expended pursuant to Paragraph 1, then the balance shall be used to equally reimburse those teachers whose tuition costs have exceeded \$300.00. No teacher shall receive more than \$2,000.00 annually.

3. All payments for tuition costs made by the Board pursuant to this Article shall not exceed the limitations of Paragraph 1.

4. Courses to be taken in accordance with NJSA.18A:6-8.5 and approved in writing by the superintendent prior to registration. If the employee finds that the approved course is closed, he/she may obtain written approval from the superintendent for an alternate course. Such written application shall be confirmed through the use of the regular form.

5. An official school or university transcript shall be submitted to the superintendent indicating satisfactory completion of the course. If the employee fails to complete the course with an average (B) grade or better, or with a pass if no letter grade is given for the course, then employee is not eligible for reimbursement.

6. Part-time employees who are otherwise eligible shall receive reimbursement at a percentage equal to their working time, e.g., a .5 employee shall receive .5 of the reimbursement to which a full-time employee would be entitled.

7. If an employee pays tuition directly, he/she shall file proof of payment on or before June 30th, for reimbursement for that school year.

B. PROFESSIONAL LIBRARY

The Board shall allocate at least \$1,150 for the improvement of professional library or periodicals and reference books or materials. This library shall remain the property of the Board and be available to all professional staff members. The Association, or its designated committee, shall recommend items to be purchased to the superintendent on or before February 1 of the current school year.

C. CONVENTION

The Board shall pay each employee who attends the annual NJEA Convention for two full days the sum of \$50.00 or for one full day the sum of \$15.00 if appropriate verification of such attendance is submitted with the claim voucher.

D. INSERVICE PROGRAM

Inservice training shall be mandatory if held during school time (as defined in ARTICLE XII (A) (1)). The Board also may conduct mandatory inservice training during school meetings until 4:20 P.M., as provided in Article XII (A) (1). On days when the Board has a one session day pupil dismissal, the Board may immediately commence a mandatory inservice training program and require employees to attend a thirty (30)-minute working lunch, at a site to be designated by the Administration on school grounds, and thereafter to continue with the inservice training until 4:20 P.M. On such occasions, lunch shall be provided by the Board at

training until 4:20 P.M. On such occasions, lunch shall be provided by the Board at its expense. Staff members will be required to attend only one 4:20 P.M. meeting per week. Staff members will be given a one-week notice prior to inservice dates.

Inservice training shall be voluntary if held other than as provided above.

ARTICLE VIII
LEAVES OF ABSENCE

A. PERSONAL ILLNESS LEAVE

1. Personal illness leave is defined to mean absence of the employee from his/her post of duty because of personal disability due to illness or injury.

2. All employees shall be allowed personal illness leave for ten (10) working days in any school year on a prorated basis. Personal illness leave not utilized by an employee in any one year shall be accumulated and may be used as required for personal illness in subsequent years so long as the employee continues in service within the school district.

3. Whenever an absence, defined in Paragraph 1 of this Article, exceeds the annual sick leave granted herein, the provisions of *N.J.S.A. 18A:30-6* shall apply.

4. Any employee whose absence for personal illness is for a period of more than five (5) consecutive work days shall be required to furnish a medical statement from the attending physician certifying to the personal disability.

5. Employees who, after serving fifteen (15) years in the Demarest School District, actually retire under the Teachers' Pension and Annuity Fund procedures for ordinary retirement (specifically excluded from this section are all terms of deferred retirement), shall receive moneys for each day of sick leave which they have accumulated but have not used as per the schedule as follows:

\$25.00 per day - 1 to 50 accumulated days

\$30.00 per day - 51 to 100 accumulated days

\$35.00 per day - All additionally accumulated days up to 150.

Days accumulated in excess of 150 days shall have no dollar value on retirement.

In the event of the death of a teacher who dies while still actively employed, after serving the requisite fifteen (15) years in the Demarest School District, the teacher's estate shall be entitled to receive any payment the teacher would have been entitled to under this Section (A-5).

B. BEREAVEMENT LEAVE

1. When a death occurs in an employee's immediate family (husband, wife, children, mother, or father, as well as brothers or sisters, and civil union partners in accordance with New Jersey Law), the employee shall be allowed five (5) days' absence without loss of pay.

2. When the death of an employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law immediate grandparent or grandchild, the employee shall be allowed three (3) days' absence without loss of pay.

3. When the death of a relative outside the immediate family of an employee occurs, the employee shall be allowed one (1) days' absence without loss of pay.

C. PERSONAL LEAVE

1. Full-time employees shall be allowed a total of three (3) days per year, upon application to the superintendent, for leave on matters of legal, family, or personal business that cannot be schedule outside of school hours and would necessitate the teacher's absence on a school day. Such leave shall be with full pay.

2. Unused personal days may be converted to sick days at the end of each year. Said days shall become part of the cumulative sick bank of individual teachers.

3. Personal leave shall be prorated for all full-time employees who begin service after the school year has started and for all part-time employees.

4. Except for emergency reasons, a minimum of one (1) week's notice of taking such leave shall be given to the employee's appropriate principal.

D. LEAVES FOR PROFESSIONAL REASONS

1. Professional staff members may be granted days of leave for professional activities upon the approval of the superintendent.

2. Requests for such approval shall be submitted as far in advance as possible, preferably before any financial commitments are made, but not less than one week prior to the day(s) requested.

3. Approval of days for professional leaves does not obligate the Board to assume any costs for such leaves.

E. MILITARY LEAVE

Military leave shall be granted in accordance with applicable law.

F. CHILD BIRTH AND CHILD CARE LEAVE

1. A teacher who is physically disabled due to pregnancy, childbirth and/or postpartum recovery will be entitled to paid sick leave, as provided in Article VIII, A-4. of this Agreement, for the period of such disability or until expiration of her accumulated sick leave, whichever occurs sooner. When the employee is no longer medically disabled but wishes to remain out of work to

care for or bond with her new child, she may extend her leave up to 12 additional weeks under the New Jersey Family Leave Act (NJFLA), which shall run concurrently with any time remaining under the Federal Medical Leave Act (FMLA), except as otherwise provided in the NJFLA and/or FMLA. All pregnant employees shall give written notification to the Superintendent of Schools of the condition of pregnancy no later than the end of the fourth month of pregnancy.

2. The Board may grant, upon request, child care leave without pay to any tenured teacher (s) for the purpose of caring for a newborn, newly adopted child or foster care child. Such leaves shall commence immediately upon the expiration of disability leave provided in "1" above, or, if a different starting date is requested, on a date agreed upon by the Board and the teacher, and all such leaves will end at the beginning of the next school year, or, if requested a second year of leave may be granted at the sole discretion of the Board.

Any teacher not currently on a child rearing leave shall be eligible for a subsequent or new child rearing leave only if she returns to active employment for a minimum of one year, except:

- a) A teacher who becomes pregnant during her leave may request one additional year of child rearing leave; and

b) A teacher who becomes pregnant during the first year in which she returns to active employment may request child care leave for the remainder of that same year where her disability leave will end less than three weeks before the end of the school year.

3. Applications for leave for the care of a newly adopted child or foster care child must be made four months before the expected receipt of custody of the child, or, if the employee does not have four months advance notice, as soon as the employee knows of the date of receipt of custody.

4. The Board shall grant child care leave not to extend beyond the current contractual year to any non-tenured teacher.

5. Any teacher granted child care leave shall, at their request, be restored to the system at the beginning of a school year or at such other time as may be approved in the sole discretion of the Board. A teacher on child care leave must notify the Superintendent of his / her intention to return to active status in the following year by no later than April 15.

6. A teacher shall not be permitted to return to school following the expiration of the child-rearing leave during the last month of the school year.

7. Upon returning from child-rearing leave, a teacher may be assigned to any position within his/her certification in order to avoid the interruption of the educational continuity of the students.

8. Any regularly employed teacher may apply for a child care leave in accordance with applicable law.

G PATERNITY LEAVE

Paternity leave shall be granted with full pay to male employees for a maximum of five (5) days per school year, within two (2) weeks of either the time of the child's expected or actual birthdate or of the time the child comes home.

H. OTHER LEAVES OF ABSENCE

Leaves of absence with or without pay for reasons other than those covered in Paragraphs A through H may be granted by the Board upon such conditions as the Board in its discretion may prescribe.

I. EXPLANATION FOR ABSENCE

Absences upon any of the aforesaid grounds shall at the request of the principal be fully explained on an "Absentee Report" that shall be developed by the administration with the advice of the superintendent's Liaison Committee.

Absences may also be required to be explained by further substantiating evidence at the request of the principal. Refusal by the employee to explain his/her absence and/or to provide reasonable documentation to substantiate his/her explanation, shall be considered a violation of this Agreement, and may be considered a reasonable basis for loss of compensation for the absence in question. This provision shall not apply to leaves for personal business.

ARTICLE IX

RIGHTS OF THE ASSOCIATION AND ITS MEMBERS

A. Whenever the parties authorize an employee to participate during working hours in meetings relating to the administration of this Agreement, he/she shall suffer no loss in pay.

B. The Association is guaranteed at least one meeting per month to be held on school premises outside of teaching hours but only with the prior permission of the principal of the building in question. Such permission shall not be unreasonably withheld.

C. The Board shall provide a bulletin board in each faculty lounge for use by the Association. All notices or bulletins on such bulletin boards shall be signed by a member of the Executive Committee of the Association.

1. Such bulletin boards shall not be used by the Association for attacking any individual of the Board nor for posting or distribution of political matter of any kind whatsoever.

2. The Association shall remove from its bulletin boards any matter which does not comply in all respects with the provisions of this ARTICLE.

3. There shall be no distribution or posting of Association notices or literature at any place in the school building, except at meetings or in the employee's mailbox, provided the Board has the right to know the contents of all material placed in said mailbox.

D. The Association shall have the right to maintain a file cabinet in each faculty lounge for the exclusive use of the Association.

E. The Demarest Education Association shall enjoy all rights granted under and by virtue of the provisions of L. 1968, c. 303, as amended and

supplemented; as well as other applicable laws of the State of New Jersey and of the United States, and under the Constitution of the United States and of the State of New Jersey. Neither the Association nor any of its members shall be discriminated against, coerced, or reprimanded by virtue of their exercise of such rights.

ARTICLE X

LIAISON COMMITTEES

A. The purpose of liaison committees is to encourage and facilitate communications between the teaching staff, the administration, and the Board, and to review and discuss school problems and practices relating to and affecting the teaching staff and curriculum.

B. There will be three (3) Teacher-Principal Liaison Committees, one to represent County Road School, one to represent Luther Lee Emerson School, and one to represent Demarest Middle School.

1. Three (3) teaching staff members shall be chosen by the Association to serve on each of the Teacher-Principal Liaison Committees.

2. The chairperson will alternate monthly between the D.E.A. and the principal.

3. The Teacher-Principal Liaison Committee will meet by the 15th of each month at a mutually agreed upon time and place. Such monthly meetings may be canceled with the agreement of both parties.

4. Items for agenda will be submitted to the building principal three (3) days prior to meeting. The agendas will be distributed to all staff members and administrators at least two (2) days prior to the meeting. Agenda items for Association shall be developed and submitted by the Association.

5. A recording secretary shall be chosen from the Association to record minutes of such meetings. These minutes shall be typed by a school secretary and distributed to all members of the faculty and the administration within three (3) school days after such meetings are held. Minutes shall be reviewed for accuracy

and approved by the principal and Association representative prior to general distribution.

C. There will be a Teacher-Superintendent Liaison Committee consisting of: six (6) teaching staff members: the chairperson, and one (1) other member from each of the Teacher-Principal Liaison Committees, the superintendent, and the administrators.

1. The chairperson will alternate monthly between the D.E.A. and the superintendent.

2. The Teacher-Superintendent Liaison Committee will meet by the 30th of each month at a mutually agreed upon time and place. Such monthly meetings may be canceled with the agreement of both parties.

3. Any matter which pertains to a particular building must first be raised with the Teacher-Principal Liaison Committee before it may be raised at the Teacher-Superintendent Liaison Committee. Any matter which has system-wide impact will normally be raised first with the Teacher-Principal Liaison Committee.

4. Items for agenda will be submitted to superintendent's office three (3) days prior to meeting. The agenda will be distributed to all committee members and administrators two (2) days prior to the liaison meetings.

5. A recording secretary shall be chosen on an alternating basis from each group to record minutes of such meetings. These minutes shall be typed by a school secretary and distributed to all members of the faculty and the administration within three (3) school days after such meetings are held. Minutes shall be reviewed for accuracy and approved by the superintendent and Association representative prior to general distribution.

D. There will be a Teacher-Administration-Board Liaison Committee consisting of each chairperson, plus one additional member from each of the schools' committees—superintendent/principals, and three (3) members of the Board of Education who will meet as needed.

1. There shall be a rotating chairperson and a rotating recording secretary for this committee. The rotation will be among the respective components of the committee.

2. The meetings shall be held at a time and place convenient to all parties.

3. The agenda shall consist of a maximum of three (3) items; one item coming from each component member. Such items shall be submitted to the next meeting's chairperson. These items should be written in conceptual terms that express general rather than personal concerns. If, by a pre-arranged date, the chairperson does not receive an item from one component member, he/she may offer the opportunity to the other component members for an additional item. Agendas should be submitted to all members of the Board of Education, the administration, and the faculty at least ten (10) school days prior to the meeting in order to insure adequate input from all concerned parties. If no items are submitted by a pre-arranged date, then no meeting will be held.

4. Minutes of such meetings shall be typed by a school secretary and distributed to all members of the teaching staff, administration, and Board of Education within one (1) week after such meeting. Minutes shall be reviewed for accuracy by representatives of the Association, administration, and Board prior to general distribution.

E. In the event the D.E.A. President shall not be a member of any of the aforesaid liaison committees, he/she shall nevertheless be permitted to attend such meetings and participate.

F. Liaison Committee Meetings shall not be used as a means to by-pass the grievance procedure.

ARTICLE XI

HOURS AND ASSIGNMENTS

A. TEACHERS' DAY

1. Demarest Middle School staff shall not be required to report to work earlier than twenty (20) minutes before and may leave 25 minutes after their building's pupil day. County Road School and Luther Lee Emerson School staff shall not be required to report to work earlier than twenty (20) minutes before and may leave 15 minutes after their building's pupil day. On Friday and days preceding holidays, teachers may leave as soon as students have cleared the premises. When staff meetings are convened all employees shall not be required to remain later than 4:20 P.M. This provision does not apply to teacher assignments at special events or for emergencies.

2. Employees shall personally indicate their arrival by placing a checkmark next to their name.

3. All employees shall receive a duty free lunch period for the duration of this agreement. (See Appendix D-1)

B. ASSIGNMENTS

1. Each employee shall be given notification of his/her teaching assignment for the next school year on or before June 1, if possible. These assignments may be changed in accordance with changing conditions, particularly enrollments, but the staff members shall be notified forthwith.

2. All staff shall be informed of vacancies as they occur, and they may indicate their interest in such vacancies and shall receive full consideration for such openings. Their assignments shall not be required, however.

3. The maximum number of teaching assignments for middle school teachers per day is six (6).

4. Homeroom teachers at County Road School and Luther Lee Emerson School will not be assigned outside duty before and after school provided the Board of Education retains two aides scheduled within 30 minutes of the A.M. opening and two aides scheduled within 30 minutes of the P.M. closing at each facility.

5. The Board of Education recognizes the value of after school and evening activities, including the need for student supervision during these events. To memorialize the past practice of volunteerism, staff members will agree to attend and provide necessary supervision for four (4) events; for example, Back-To-School Night, Eighth Grade Graduation, Eighth Grade Dance, Concerts, Fifth Grade Orientation, and home athletic games.

C. PREPARATION PERIODS

1. Middle School teachers with six (6) periods of instruction per day shall have a weekly average of 315 minutes of preparation time (2-week average) with a minimum of one (1), 40-45-minute block of preparation time per day. (Memo to DEA re: Utilization of Unassigned Time, Appendix D).

2. Teachers employed on a less than full-time basis will be entitled to a preparation time on a prorated basis. Total amount of preparation time is to be used at the teacher's discretion for individual and/or team planning. It is understood, however, that assemblies, standardized tests, shortened work days, parental conferences, and individual meetings with a principal or superintendent may reduce the number of periods in any week.

3. Planning time for teachers shall be commensurate with their

instructional duties. Teaching staff members who do not have instructional responsibilities shall not be scheduled for planning time. When a teaching staff member who does not normally instruct classes is assigned to class instruction, he or she shall be scheduled for planning time directly proportionate to the amount of instruction scheduled.

4. County Road School and Luther Lee Emerson School teachers will be entitled to 225 minutes of planning time per week which will be scheduled within the student day. There will be a minimum planning period of between 30 to 35 minutes per day. The total amount of planning time is to be used at the teachers' discretion for individual and/or team planning. It is understood, however, that assemblies, standardized tests, shortened workdays, parental conferences, and individual meetings with a principal or superintendent, may reduce the number of periods in any week.

5. No more than 60 minutes of preparation periods per week for Demarest Middle School teachers and no more than 50 minutes of preparation periods per week for County Road and Luther Lee School teachers will be used for any assignment.

6. Loss of Preparation Periods Due to Class Coverage Assignments

The loss of a preparation period due to a class coverage assignment shall be acknowledged as follows:

a. A teacher shall be entitled to twenty-five (\$25.00) dollars for each period of class coverage performed by a teacher in any school year.

7. Providing the school district budget is approved, the Board of Education will provide full-time teacher clerical aide to be shared by County Road School and Luther Lee Emerson School teachers.

ARTICLE XII

IN-SCHOOL WORK YEAR

A. The school calendar shall be 187 days; 183 student contact days; 4 professional development days; 3 of the student contact days will be added for weather emergencies and if not used, 2 of these days will be scheduled as days off during the school year. In addition, teachers new to the District may be scheduled for additional days, not to exceed three (3) days, for the purposes of orientation.

The in-school work year schedule shall be published no later than June 1 preceding the school year in which it is to become effective.

The in-school work year for the ten (10)-month professional staff shall consist of the student calendar of 183 days plus four (4) professional days. The additional professional development day shall be used to meet the state mandated 20 hours/per year professional development requirement. Activities for this day shall be developed in coordination with the administration and the local professional development committee to meet district and teachers needs. The Board agrees to designate an amount of money not to exceed \$3,000 to be used to fund the professional activities for this day.

B. The superintendent shall prepare a student calendar and shall consult with the Association. It is hereby understood that the student calendar is a non-negotiable item.

C. The professional staff days mentioned above shall be designated within the dates of the ten (10)-month contracted year and shall be exclusive of the NJEA Convention. Attendance at school shall not be required of teachers not attending the NJEA Convention.

D. The Board of Education retains its management right to establish Teacher-Parent Conferences. If the Board chooses to utilize two (2) of the professional staff days for parent conferences with evening hours, the schedule shall be as follows:

1 P.M. - 5 P.M. - Teacher-Parent Conferences

5 P.M. - 6 P.M. - Dinner

6 P.M. - 8 P.M. - Teacher-Parent Conferences

The Mondays staff meetings (3:00 - 4:20 P.M.), preceding and directly following the Teacher-Parent Conference Day, shall also be utilized for Teacher-Parent Conferences.

E. The Wednesday before Thanksgiving will be a one-session day for staff.

ARTICLE XIII

EVALUATION PROCEDURES

Teacher evaluations shall be done in accordance with New Jersey law. No new observation shall commence until the prior observation post-conference has occurred.

ARTICLE XIV

OTHER COMPENSATION OR STIPENDS

A. The Board shall pay annual stipends to teachers assigned to extra-curricular activities, which in the judgment of the Board, require significant, regularly scheduled time outside of the regular school day as follows:

	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>
Beginning Band	\$ 801	\$ 825	\$ 850
Band	6,558	6,755	6,958
Brain Busters	1,993	2,053	2,115
Chorus	2,732	2,814	2,898
Community Outreach	3,986	4,106	4,230
Communications Coordinator	1,993	2,053	2,115
CST Chairperson	6,633	6,832	7,037
Eighth Grade Advisor	1,993	2,053	2,115
Lunchroom Coordinator	6,558	6,755	6,958
Per Person DMS (3); LLE (1); CRS (2)			
Student Council	2,282	2,350	2,421
Web Site Coordinator	2,732	2,814	2,898
Yearbook	2,558	2,635	2,714
Teacher-in-Charge, CRS	6,633	6,832	7,037
Teacher-in-Charge, LLE	6,633	6,832	7,037
Athletic Program – Per Sport			
Boys Basketball	2,186	2,252	2,320
Girls Basketball	2,186	2,252	2,320
Girls Volleyball	2,186	2,252	2,320
Boys/Girls Soccer	2,186	2,252	2,320
Boys/Girl Track	2,186	2,252	2,320
Per Person – 2 positions			

B. Mileage reimbursement shall be paid to each employee who shall be assigned to more than one school building per day. Said allowance shall be paid at the state mandated rate per mile.

C. For preparing and teaching in-service instruction a fee of \$50.00 shall be paid for each hour of actual instruction of an in-service course which is approved by the school administration.

D. In the event the lunchroom coordinator is absent, any teacher who covers shall be paid at the rate of 1/179th of the lunchroom coordinator's annual stipend. This amount shall be deducted from the lunchroom coordinator's annual stipend.

E. Teacher participation on overnight field trips sponsored by the Demarest Board of Education shall be voluntary.

Compensation for each overnight field trip will be \$150.00 per overnight. The advisor planning the trip and making the arrangements will receive additional moneys equal to one overnight pay if attending the trip.

F. Non-athletic "coaching" competitions outside the school day will be compensated as follows: Upon the approval of the Superintendent of schools, either the BA, Step 1 per diem rate or an additional in-lieu of day that must be used prior to the end of that current school year.

ARTICLE XV

MISCELLANEOUS

A. There shall be an air-conditioned staff lounge in each school building owned by the Board for the use of all staff members during the school day.

B. ~~The Association hereby agrees to indemnify, defend, and save~~ harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee under the provisions of this Agreement.

1. There will be a maximum of five (5) tax sheltered annuity plans that may be utilized by the employees (State plan and four others).

2. The Board agrees to deduct from the salaries of its employees such amounts as the employee involved legally authorizes for those tax sheltered annuity programs mutually agreed upon by the Board and the Association. Such deductions must be in accordance with both the rules and regulations of the selected programs, and the Board of Education policies and procedures.

ARTICLE XVI

DURATION OF AGREEMENT

This Agreement includes all terms and conditions of employment negotiated between the Board and the Association and shall be effective as of July 1, 2017 and shall continue in full force and effect to and including June 30, 2020. In accordance with the regulation of the Public Employment Relations Commission (P.E.R.C.), the parties shall meet to discuss and negotiate any proposal with respect to a successor agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by the respective secretaries all on the day and year first above written.


ATTEST:

THE DEMAREST BOARD OF EDUCATION

 12/12/17
Signature and date

THOMAS J. PEREZ
Name in print

BY:


 12/12/17
Signature and date

BY:

DIANE HOLZBERG
Name in print

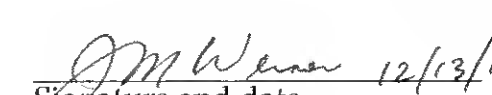
ATTEST:

THE DEMAREST EDUCATION ASSOCIATION

 12/12/17
Signature and date


THOMAS J. PEREZ
Name in print

BY:

 12/13/17
Signature and date


BY:

Joanne Werner
Name in print

 12/13/17
Signature and date

THOMAS J. PEREZ
Name in print

BY:

 12/13/17
Signature and date

BY:

Michelle Greenberg
Name in print

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APPENDIX A-1
SALARY GUIDE
2017-2018 School Year

Salary Guide Step	BA	BA+16	BA+32	MA	MA+16	MA+32	MA+45	MA+60
1	47,660	49,635	51,610	54,663	56,548	58,700	60,985	63,460
2	48,160	50,135	52,110	55,073	57,048	59,200	61,295	63,960
3-5	49,160	51,135	53,110	56,073	58,048	60,200	62,485	64,960
6-7	51,150	53,125	55,100	58,063	60,038	62,190	64,475	66,950
8	53,240	55,215	57,190	60,153	62,128	64,280	66,565	69,040
9	55,440	57,415	59,390	62,353	64,328	66,480	68,765	71,240
10	57,740	59,715	61,690	64,653	66,628	68,780	71,065	73,540
11	60,090	62,065	64,040	67,003	68,978	71,130	73,415	75,890
12	62,450	64,425	66,400	69,363	71,338	73,490	75,775	78,250
13	64,920	66,895	68,870	71,833	73,808	75,960	78,245	80,720
14	67,390	69,365	71,340	74,303	76,278	78,430	80,715	83,190
15	69,865	71,840	73,815	76,778	78,753	80,905	83,190	85,665
16	72,340	74,315	76,290	79,253	81,228	83,380	85,665	88,140
17	74,810	76,785	78,760	81,723	83,698	85,850	88,135	90,610
18	77,010	79,445	81,348	84,013	86,296	88,580	90,863	93,167
19	78,020	80,570	82,511	85,631	87,991	91,340	93,738	96,098

% Increase	3.00%
17-18	
Increment	2.46%

DEFINITION OF LEVELS

B.A.	M.A.
B.A. plus 16 credits.	M.A. plus 16 credits.
B.A. plus 32 credits.	M.A. plus 32 credits.
	M.A. plus 45 credits.
	M.A. plus 60 credits.

APPENDIX A-2
SALARY GUIDE
2018-2019 School Year

Salary Guide Step	BA	BA+16	BA+32	MA	MA+16	MA+32	MA+45	MA+60
1	50,000	51,975	53,950	57,003	58,888	61,040	63,325	65,800
2	50,500	52,475	54,450	57,413	59,388	61,540	63,635	66,300
3	51,000	52,975	54,950	57,913	59,888	62,040	64,325	66,800
4-6	51,447	53,422	55,397	58,360	60,335	62,487	64,772	67,247
7-8	53,537	55,512	57,487	60,450	62,425	64,577	66,862	69,337
9	55,737	57,712	59,687	62,650	64,625	66,777	69,062	71,537
10	58,037	60,012	61,987	64,950	66,925	69,077	71,362	73,837
11	60,387	62,362	64,337	67,300	69,275	71,427	73,712	76,187
12	62,747	64,722	66,697	69,660	71,635	73,787	76,072	78,547
13	65,217	67,192	69,167	72,130	74,105	76,257	78,542	81,017
14	67,687	69,662	71,637	74,600	76,575	78,727	81,012	83,487
15	70,162	72,137	74,112	77,075	79,050	81,202	83,487	85,962
16	72,637	74,612	76,587	79,550	81,525	83,677	85,962	88,437
17	75,107	77,082	79,057	82,020	83,995	86,147	88,432	90,907
18	77,307	79,742	81,645	84,310	86,593	88,877	91,160	93,464
19	78,317	80,867	82,808	85,928	88,288	91,637	94,035	96,395

% Increase	3.00%
18-19	
Increment	2.45%

DEFINITION OF LEVELS

B.A.	M.A.
B.A. plus 16 credits.	M.A. plus 16 credits.
B.A. plus 32 credits.	M.A. plus 32 credits.
	M.A. plus 45 credits.
	M.A. plus 60 credits.

APPENDIX A-3
SALARY GUIDE
2019-2020 SCHOOL YEAR

Salary Guide Step	BA	BA+16	BA+32	MA	MA+16	MA+32	MA+45	MA+60
1	50,500	52,475	54,450	57,503	59,388	61,540	63,825	66,300
2	51,000	52,975	54,950	57,913	59,888	62,040	64,135	66,800
3	51,500	53,475	55,450	58,413	60,388	62,540	64,825	67,300
4	51,900	53,875	55,850	58,813	60,788	62,940	65,225	67,700
5-7	53,990	55,965	57,940	60,903	62,878	65,030	67,315	69,790
8-9	56,190	58,165	60,140	63,103	65,078	67,230	69,515	71,990
10	58,490	60,465	62,440	65,403	67,378	69,530	71,815	74,290
11	60,840	62,815	64,790	67,753	69,728	71,880	74,165	76,640
12	63,200	65,175	67,150	70,113	72,088	74,240	76,525	79,000
13	65,670	67,645	69,620	72,583	74,558	76,710	78,995	81,470
14	68,140	70,115	72,090	75,053	77,028	79,180	81,465	83,940
15	70,615	72,590	74,565	77,528	79,503	81,655	83,940	86,415
16	73,090	75,065	77,040	80,003	81,978	84,130	86,415	88,890
17	75,560	77,535	79,510	82,473	84,448	86,600	88,885	91,360
18	77,760	80,195	82,098	84,763	87,046	89,330	91,613	93,917
19	78,770	81,320	83,261	86,381	88,741	92,090	94,488	96,848

% Increase	3.0%
19-20	
Increment	2.33%

DEFINITION OF LEVELS

B.A.	M.A.
B.A. plus 16 credits.	M.A. plus 16 credits.
B.A. plus 32 credits.	M.A. plus 32 credits.
	M.A. plus 45 credits.
	M.A. plus 60 credits.

APPENDIX B

PLACEMENT AND MOVEMENT ON SALARY GUIDE

1. The initial salary placement on this guide shall be negotiated by the candidate and the board. If the candidate agrees to start a step lower than his/her years of experience outside the district, he/she may not claim credit for these years during subsequent years. However, no employee will be paid less than the Step 1 salary for his/her educational level.
2. Certified employees must work a minimum of 100 school days (inclusive of sick and personal leave days) to move on the salary guide.
3. Horizontal movement on the guide shall take effect only on September 1 upon the teacher submitting an official transcript or correspondence validating completion of the course (s) prior to the September 1 date. Notification of intent of the horizontal movement must be received by the Superintendent by February 1 of the prior school year.
4. No credits obtained before the granting of a degree may be used for a salary guide movement beyond such degree.
5. All references herein to B.A. degree shall include B.S. degree and all references herein to M.A. degree shall include M.S. degree.
6. Teachers beginning their 17th through 20th years of employment in Demarest shall be entitled to longevity compensation at a rate of \$6,000 above salary specified on their appropriate guide placement for each year of this contract. Teachers beginning their 21st year and beyond of employment in Demarest shall be entitled to longevity compensation at the rate of \$7,500 above salary specified in their appropriate guide placement for each year of this contract.
7. Any teacher hired after January 1, 2012 will not be entitled to longevity.

APPENDIX C
DEMAREST EDUCATION ASSOCIATION
GRIEVANCE

Number: _____

A. Name of Grievance: _____

B. Date Grievance submitted: _____

C. Date cause of grievance occurred: _____

D. Description of Grievance:

E. Basis of Grievance:

F. Relief sought:

Signature

Level and Date Submitted:

☐ Principal ☐ Superintendent ☐ Board of Education ☐ Arbitrator

Date: _____

APPENDIX D-1

TEACHER'S WORKDAY (September 2011)

Teachers' workday in effect September, 2011

County Road School/Luther Lee Emerson

Teachers due in:	8:00 A.M.
Student due in:	8:20 A.M.
Teachers' Lunch:	50 minutes
Students' Lunch:	50 minutes
Students' Dismissal:	3:05 P.M.
Teachers' Dismissal:	3:20 P.M.

Demarest Middle School

Teachers due in:	8:00 A.M.
Student due in:	8:20 A.M.
Teachers' Lunch:	45 minutes
Students' Lunch:	45 minutes
Students' Dismissal:	3:05 P.M.
Teachers' Dismissal:	3:30 P.M.

APPENDIX D-2

UTILIZATION OF UNASSIGNED TIME

May 12, 1994

TO: Co-Presidents
Negotiations Chairperson
Demarest Education Association

FROM: Paul J. Saxton
Superintendent of Schools

RE: Utilization of Unassigned Time

The purpose of this memo is to establish an understanding as to the use and nature of activities that staff will experience during unassigned time. The types of activities listed below serve as a guideline to the general types of activities and should not be construed and or limited to only those presented. The activities are as follows:

Student Mentoring Program
Collaborative Pair Instruction
Student Tutorial Instruction
Any other non-instructional activity assigned

The administration retains sole authority in the implementation, assignment, and evaluation of all staff regarding unassigned time.